Contract Between
Grant County Government & Innovisions, Inc.

This contract is being made and entered into as of _William March 6_, 2008, by and between **the Grant County Commissioners ("the Commissioners")** on behalf of **Grant County Government ("the County")** and **InnoVisions, Inc., DBA Phoenix Technologies ("Phoenix")**.

This contract is to provide sufficient outsourcing services of help desk, network management, desktop support, Local Area Network (LAN) support, Wide Area Network (WAN) support, Digital Wireless Network and Geographic Information System hardware support services for **the Commissioners**.

The term of the contract between **the Commissioners** and **Phoenix** is for the period from January 1, 2007 through December 31, 2008. The flat fee will be $7,500 per month from January 1, 2007 thru December 31, 2007 and will be $7,000 per month from January 1, 2008 thru December 31, 2008. **Phoenix** will invoice **the Commissioners** in advance on the 25th of each month and payment is due by the 5th day of the following month.

Many factors contribute to **Phoenix** ability to provide the best overall technology solutions. Foremost is that **Phoenix** nor it's staff have any contractual obligations with our vendors, allowing us to be truly objective and diverse when it comes to purchasing or supporting a particular hardware, software or network manufacturer. We believe that just because something can be done or appears appropriate on paper does not mean it will produce a desired or applicable result. In addition, even though newer technologies and tools are being developed, this does not mean their use is confirmed or cost effective. **Phoenix** will continue to assist **the Commissioners** in a progressive and prudent approach to technological advancement while balancing the fiscal responsibility and usability of the new technology available.

PHOENIX WILL PROVIDE THE FOLLOWING SERVICES

1. **Network Administration and Support**
   - Provide a team to handle the overall management and point-of-contact (or interface) to coordinate **County** technology services on a day-to-day basis. This would include providing such personnel from 8:00AM to 4:30PM every day **the County** is open for business.
   - Considering the mission-critical significance of many of these applications, several systems and administration will be provided on an as-needed basis, with 24 hour monitoring for such systems as required by law enforcement and emergency personnel. A VPN access to systems may be utilized in order to provide timely daily, after-hour and specialized expertise to any **County** network issue or problem. This will assist in diagnosis and timely resolution of the network issue.

2. **Server Level (break/fix) Support**
   - Provide overall management and coordination of **the County's** server operations on a day-to-day basis including after-hours response. Coordination of server issues and needs will be communicated to the Grant County Administrator and staff.

3. **Helpdesk (break/fix) Desktop Support**
   - Provide desktop support on an as reported basis. **The County** will designate specific personnel who are responsible for issuing request via email to the designated **Phoenix** staff members. Upon receipt, the problem will be documented, a technician(s) assigned, initial contact made, diagnosis of the problem performed and the request will be resolved or if necessary communication will be forwarded to the initiator for either feedback or follow-up. Every attempt will be made to handle each reported item in a timely and effective manner including assisting with 3rd party hardware/software vendor communications.

4. **Network Documentation**
   - By the end of 2007, **Phoenix** will provide full network documentation and mapping to **the County**. **Phoenix** will communicate ongoing changes to the Grant County Administrator. This will allow for issues to be addressed and budgetary adjustments made.

5. **Technical Consulting (All Grant County Officials & Departments)**
   - Provide consultation to **the County** concerning changes in technology or new hardware and software programs proposed for **the County's** implementation. This includes direct purchases or acquisitions thru a 3rd party provider. We feel it is necessary for **Phoenix** to be directly involved with these items due to the impact it might have on our ability to provide adequate support services to **the County**.
   - This includes the loading or downloading of any software onto **the County's** workstations that are under contract to be supported by **Phoenix**.

6. **Develop A Disaster Recovery Program**
   - **Phoenix** will develop a thorough disaster recovery protocol for **the County**. This protocol will be developed in conjunction with the network documentation and mapping being provided. **Phoenix** will head this project with assistance from the Grant County Administrator in order to provide the best overall solution for **the County**. The possibility does exist that **the County** will need to acquire additional equipment and software to implement an effective Disaster Recovery Program.

7. **Tracking Of Help Desk Requests**
   - **Phoenix** will utilize a "ticket" tracking software to assist in the reporting and coordination of Help Desk related issues. This will help to identify problematic areas and **County** employee training needs.

8. **Web Site Maintenance**
   - **Phoenix** will maintain **the County** website in, but not limited to, HTML, PDF and other text formats. **Phoenix** will be responsible for updating the databases that are dynamically displayed & searchable at www.grantcounty.net on a daily basis after COB Monday through COB Friday. **Phoenix** will be responsible for providing all hardware/software necessary to fulfill this requirement. **Phoenix** will use the available technology tools it deems appropriate and necessary to maintain the website.
   - Changes or additions to the website are not included in the normal website maintenance. These items will be evaluated to determine the necessary programming hours involved and a pricing quote will be submitted for approval to **the Commissioners** in order for the work to be performed.

9. **Internet Access**
   - **Phoenix** will provide the following Internet and WAN managed services:
   - A minimum of 1.544Mbps upload and download connectivity to the internet
   - Domain hosting services for all servers under grantcounty.net with primary and secondary name servers
   - Provide website traffic statistical reporting (available upon demand)
   - Outlook & FirstClass email server hosting and administration (Intranet and Internet services) – Currently Windows platform with FirstClass to be deactivated sometime in 2007
   - McAfee AVD, Webshield and ePO administration support and hosting
   - Cisco PIX and Cisco VPN Concentrator administration and monitoring services

- "Support" in this contract shall pertain to those items which are in place as of January 1, 2007. Request related to items that are to be implemented after January 1, 2007 must first be given a price quote for **the Commissioners** to approve in order for the work to be performed. Once the initial work is complete, those items will then fall under the scope of this contract.

THE COMMISSIONERS WILL DO THE FOLLOWING

1. Designate a **County** employee or employees to serve as the **County's** technology coordinator(s), who will be **Phoenix's** primary contact(s) and who will be the first point of contact for other **County** employees to report technology problems or requests.

2. Provide **Phoenix** with such access to **County** facilities as may be reasonably necessary to allow **Phoenix** to carry out its duties under this contract in a timely manner. This includes making **County** staff available on a 24-hour basis when necessary.

3. Restrict access to all technology and data covered within this contract to **Phoenix** employees only unless **Phoenix** has been informed and agrees to allow access on an as needed basis.

4. Submit payment the scheduled monthly payment in advance by the 5th day of each month, commencing January 2007, and continuing through December 2008.

RIGHTS TO SOURCE CODE

Phoenix shall retain all rights in and to the source code developed by **Phoenix** in relation to the website hosted at www.grantcounty.net. However, if **Phoenix** is liquidated through chapter 7 bankruptcy during the term of this contract, **Phoenix** or its receivers shall be required to allow **the County** to continue utilize **Phoenix's** source code exclusively for the purposes set out in this contract. **Phoenix** shall have the exclusive right to otherwise use the source code in any manner that it sees fit and may sell or transfer its right in and to the source code to third parties, reserving, however, **the County's** non-exclusive right to continue utilize the source code for the purposes set out in this contract.

REMEDY FOR BREACH

If **the County** decides that **Phoenix** has failed to deliver the services set out in this contract, **the County** shall notify **Phoenix** in writing thru registered mail of the specific area(s) of failure. Upon receipt of the notification, **Phoenix** shall have 30 days to bring the specified area(s) of failure of service into compliance with the contract. If **Phoenix** fails to remedy the failure of service before the end of business on the 30th day, **the County** may terminate the contract. If **the County** does so, **Phoenix's** services will be terminated and **Phoenix** will have no claim or right against **the County** other than to collect fees previously earned. **The County** will not have any right to seek or obtain additional damages against **Phoenix**. This is **the County's** exclusive remedy in the event it terminates this contract. If it is found that **the County** terminated the contract without due reason, the balance of the contract shall be due and payable within 30 days of the final determination and **Phoenix** will not be required to reinstate services.

If **Phoenix** determines that **the County** has failed to comply with its financial obligations under this contract, fails to provide **Phoenix** the needed access or fails to have the designated employee(s) listed above:

1.   **Phoenix** shall have the option of waiving the breach and continuing the contract, or

2.   **Phoenix** shall notify **the County** in writing thru registered mail of the specified breach. Upon receipt of the notification, **the County** shall have 15 days to bring the specified breach into compliance with the contract. If **the County** fails to remedy the breach by the end of business on the 15th day, **Phoenix** may terminate the contract. If **Phoenix** does so, **Phoenix** will no longer be required to provide services under this contract. **Phoenix** may seek payment of previously earned, but unpaid fees as its exclusive remedy against **the County**. **The County** will have no claim or right against **Phoenix** for any damages that might occur as a result of the interruption of service.
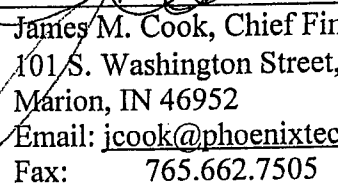
MISCELLANEOUS ADDENDUMS

1. Warranty. Vendor warrants that the Services shall be of good quality and workmanship and in accordance with acceptable procedures for the Computer System, and that the Computer System will meet the specifications therefore.

2. This Agreement shall be interpreted in accordance with the substantive laws of the State of Indiana.

3. This Agreement may terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings, (ii) upon either party's making an assignment for the benefit of the creditors, or (iii) upon either party's dissolution or ceasing to do business, unless due to an assignment allowed under this agreement.

4. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to each jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereto or affecting the validity or enforceability of such provision in any other jurisdiction.

5. The services to be rendered hereunder shall be performed by Phoenix, but such services may not be subcontracted or otherwise performed by third parties on behalf of Phoenix without the prior written permission of the Grant County Commissioners or there designee.

6. Entire agreement. This Agreement and the Exhibits hereto constitute the entire agreement of the parties hereto and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgement, or similar communication between the parties during the term of this Agreement, unless such additional terms are consented to by both parties in writing.

In Witness Whereof, the parties or their duly authorized representatives have signed below on the dates shown.
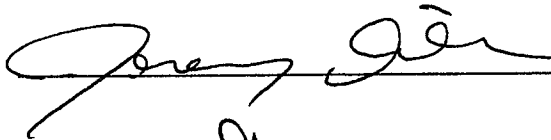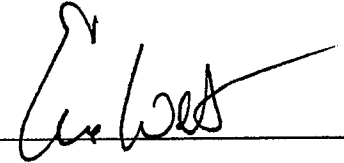
Innovisions, Inc., by

Signed on ___3/7_____, 2008

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Signed on ___March 6_____, 2008   **by the Grant County Commissioners**

Jeremy Diller (District 3)
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Eric Walts (District 1)
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Mark Bardsley (District 2)
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